

IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
Division of St. Thomas

ROBERT G. TONACHEL,)	
)	
)	No.17-cv-00075
Plaintiff;)	
)	
v.)	
)	
RED CAPE MARINE, LLC, a Virgin)	
Islands limited liability company;)	ACTION TO CONFIRM
BORINKEN TOWING & SALVAGE, LLC,)	ARBITRATION AWARD
a Virgin Islands limited liability company;)	
and BULK PETROLEUM TRANSPORT,)	
LLC, a Virgin Islands limited liability company,)	
)	
Defendants.)	
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CAPTION

This is an action to confirm an arbitration Award, pursuant to the Federal Arbitration Act, 9 U.S.C. § 9.

Parties; Jurisdiction; Venue

1. Plaintiff Robert G. Tonachel is a citizen of the State of Washington.
2. Each of the Defendants, Red Cape Marine, LLC (“Red Cape”; Borinken Towing & Salvage, LLC (“Borinken”); and Bulk Petroleum Transport, LLC (“Bulk Petroleum”) is a limited liability company organized and existing under the laws of the Virgin Islands.
3. There is complete diversity between the Plaintiff and the Defendants.
4. Each member of each Defendant-limited liability companies is a citizen of a state or territory other than the State of Washington.
5. Specifically, the sole member of Red Cape, Raul Iglesias, is a citizen of the Commonwealth of Puerto Rico. The two members of Borinken, Ruben Iglesias and Carlos Acosta,

are both citizens of Puerto Rico. The two members of Bulk Petroleum are Borinken and Harbor Bunkering Corporation. Harbor Bunkering Corporation is a corporation organized and existing under the laws of Puerto Rico, with its principal place of business 404 Fernández Juncos Ave., San Juan, Puerto Rico.

6. This Court has diversity jurisdiction under 28 U.S.C. § 1332.

7. The Court has personal jurisdiction of each Defendant under (inter alia) 5 V.I.C. § 4902 (“enduring relationship with Territory”).

8. Venue is proper because the accident giving rise to Plaintiff’s underlying claims for personal injury against each Defendant for general maritime negligence took place in the navigable waters of St. Thomas harbor.

Arbitration Agreement and Award

9. On or about July 28, 2017, the parties entered into an Agreement to Arbitrate, a true and correct copy of which is attached as **Exhibit 1**.

10. The Agreement provides that “[a]ny confirmation of an arbitration award and entry of judgment thereon is to be initiated by separate action in the District Court of the Virgin Islands, or in a United States District Court of any other competent jurisdiction, pursuant to Section 9 of the FAA.” *Id.*, Agreement, ¶ 3. Pursuant to the Agreement, the parties agreed to dismiss a then-pending suit in this Court (St. Croix Division), *Tonachel v. Red Cape Marine, LLC, et al*, D. VI Civil No. 1:15-CV-00005, as to which no substantive rulings of any kind had been made by the Court.

11. On December 8, 2017, the Arbitrator, Henry C. Smock, issued a Final Award in Plaintiff’s favor and against each Defendant in the amount of Four Hundred Fifty-Five Thousand Four Hundred Three Dollars and Seventy-Five Cents (\$455,403.75) (with findings of fact and

conclusions of law necessary for a “reasoned award” stated orally and on the record). A true and correct copy of the written Final Award is attached hereto as **Exhibit 2**.

12. Plaintiff is entitled to confirmation of the Final Award under Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, and for entry of Judgment thereon.

RESPECTFULLY SUBMITTED this 17th day of December, 2017.

/s/ Edward L. Barry
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